

# The Solicitors' Journal.

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## CURRENT TOPICS.

IT WILL BE WELL not to rely too much on the new law courts being ready by Easter next. An inspection of the building reveals the fact that not one of the courts has appreciably advanced, as regards either ceiling or fittings, during the last two months. The work done has mainly consisted in filling in the spaces between the flooring girders on which the wooden floors will rest, but in no court has this wooden floor yet been completed. Nor are all the courts even yet roofed in. The fixing of the heating and ventilating apparatus is not commenced, and cannot be commenced until the scaffolding in the central hall has been removed, and the floor of the part of the building under which the boilers are to be placed is in position.

OWING TO THE EXTENSIVE FIRES which have lately taken place in London, attention has been called to the numerous instances of conflagrations in which the return of Captain SHAW shows that the cause of the fire is "unknown." As a remedy for incendiary fires it is now suggested that the coroner should hold an inquest in every case of a conflagration the actual cause of which cannot be ascertained by the ordinary modes of inquiry. So recently as the year 1845 the ancient practice of holding inquests into the causes of fires was revived and made use of by coroners in an intermittent sort of way until the jurisdiction was called in question, in the year 1860, in the case of *Reg. v. Herford* (8 W. R. 579). That was the case of a fire at Manchester where the coroner held an inquest, and the judges arrived unanimously at the opinion that such an inquiry is "beyond the limits of the jurisdiction of a coroner," so that, unless there is a death, no inquest can now be held. It follows that parliamentary sanction would be required to confer such a jurisdiction, and it may fairly be questioned whether the nature of the case requires it. Wherever the offence of arson is suspected, the law as it stands is strong enough to deal with the accused, and nothing would be gained by conferring on the coroner a jurisdiction, as in the case of death, to be exercised side by side with that of the local magistrate.

IN A CASE of *In re Willaume's and Landau's Contract*, reported elsewhere, Mr. Justice KAY followed the decision of the Court of Exchequer in *Want v. Stallibrass* (21 W. R. 685, L. R. 8 Ex. 175), that a condition of sale limiting the time within which requisitions or objections may be made does not apply where the objection taken is one which shows that the vendor cannot really make any title at all. In that case the condition of sale was only that "all objections and requisitions not stated in writing and delivered to the vendor's solicitor within fourteen days from the delivery of the abstract shall be considered waived, and in this respect time shall be of the essence of the contract." This condition the majority of the court held to apply only to objections to a valid title or one capable of being made valid; not to "a title wholly bad." "The basis of the contract," they said, "is that the vendor has a title, and although parties might by their conditions of sale waive even this, the plaintiff has not done so; by failing to make any objection or requisition within the stipulated time he cannot be taken to have waived that which was the foundation of the whole contract, and which, on the face of the defendant's own abstract, is shown not to exist." The effect of this decision has been rather strangely overlooked, both by Mr. DART in his last edition, and by recent framers of forms of conditions of sale. Will the decision be applicable if the condition goes on to say that, "if no requisition or objection shall be so stated, the title shall be considered as accepted"? The reasons for the decision seem to extend to this provision; and it is to be observed that in the recent case the condition expressly stated that, "in default of such objections and requisitions (if none) and subject only to such (if any), the purchaser shall be deemed to have accepted the title"; so that, according to the view of Mr. Justice KAY, the insertion of the words referred to above will not prevent the doctrine of *Want v. Stallibrass* from applying. This would seem to point to the necessity of some addition to the ordinary condition of sale relating to the time within which requisitions and objections are to be made.

IT HAS BEEN SAID that statistics may be made to show anything, but we have rarely met with such a barefaced attempt to make statistics show what was wanted to be shown as in the annual report of the Howard Association, an extract from which has been published in a daily paper. On the subject of inequality and revision of sentences the report says:—"It would appear that, in civil matters, the judges very freely upset each other's decisions, inasmuch as half of them are thus overruled on appeal. Thus in 1880, of the decisions of the five equity judges of England, 51 were confirmed on appeal, and 50 reversed. This points to the probability of grave errors in criminal sentences by the judges of assize." We do not know where the information as to 1880 was got, but we have looked in vain in the last return of Judicial Statistics for a shadow of justification for the statement that half the decisions of the judges are overruled on appeal. Taking the Chancery Division alone, we find that the appealable decisions of the five equity judges, in the year ending the 31st of October, 1879, amounted to 24,405, and that 197 appeals from their decisions were heard during that period. The returns do not show, as to the Court of Appeal, what number of decisions were confirmed, and what number reversed, but daily experience, extending

over many years, leads us to believe that on the average about three-fourths of the chancery appeals are dismissed. The reference cannot be to the decisions of the House of Lords, for it appears that, during the year 1879, only 24 judgments were delivered by the House of Lords in appeals from English courts, and although the returns do not give the information, it may be presumed that at least one-half of these were in appeals from common law divisions; but, at any rate, in 20 out of the 24 cases the judgment of the court below was affirmed. Surely the Howard Association have good enough grounds to urge in support of their views without resort to any such sweeping statement as that the judges in civil matters "freely upset each other's decisions."

THE PRESUMPTION OF LIFE Limitation (Scotland) Act, 1881 (44 & 45 Vict. c. 47), is a statute of considerable importance. After reciting that "great hardships have arisen from the want of any limitation to the presumption of life as regards persons who have been absent from Scotland, or who have disappeared for long periods of years, and that it is desirable that a limitation should be provided," it enacts that where a person has been absent from Scotland, or has disappeared for a period of seven years or upwards, and has not been heard of for seven years, the person entitled to succeed to him may, by presenting a petition to the Court of Session, obtain authority to "uplift and enjoy the yearly income of the heritable or moveable estate of such absent person." After a further period of seven years, the successor may obtain authority to possess and enjoy the capital of the moveable estate, and after a further period of thirteen years, a like authority in respect of the heritable estate. The claim of an absent person is barred after the lapse of thirteen years. Policies of assurance are excepted from the operation of the Act. The perusal of this statute at once raises the question whether its provisions, or some of them, might not be usefully extended to England. The Act 19 Car. 2, c. 6, "for the redress of inconveniences by want of proof of the deceases of persons beyond the seas, or absenting themselves, upon whose lives estates do depend," which fixes seven years as the limit; the Act (6 Anne, c. 18) for the more effectual discovery of persons pretended to be alive, to the prejudice of those who claim estates after their death," which allows a successor to require a corporal production of a *cestui que vie*; the enactment (24 & 25 Vict. c. 100, s. 57) by which absence of husband or wife for seven years is a defence to a prosecution for bigamy—all of these Acts are in *pari materia* with the Scotch Act of 1881; but all this law is fragmentary and insufficient.

A QUESTION of great importance to trustees who have invested trust property upon mortgages of farms which have unexpectedly become impossible to let by reason of the present depression in agriculture, came before Mr. Justice KAY on Wednesday last in a case of *In re Ames's Settlement*, reported elsewhere. Trustee-mortgagees of a farm, who had entered into possession and were unable either to sell or let the property without loss, being advised that if the farm went out of cultivation it would greatly deteriorate in value, and become entirely impossible to let or sell, except at a great sacrifice to the trust estate, presented a petition to the court, asking for directions as to the appointment of a manager or receiver of the trust estate, with power for him when appointed to appoint such person or persons as might be necessary for the cultivation of the farm, and also asking, that if the profits should be insufficient to cover the expenses of working the farm, for the payment of the deficiency out of the capital or income of the other funds comprised in the settlement. But Mr. Justice KAY refused the application, and declined to give the trustees

any special protection, or to enable them to take other trust funds for the purpose of cultivating the farm, or of providing against any deficiency which might arise by taking the farm into their own hands. We do not see how the learned judge could have come to any different decision as the law stands; but surely the position of trustees of agricultural land, and of trustees holding securities on such land where the mortgagor is insolvent, deserves the attention of the Legislature. It is for the interest both of trustees and their beneficiaries that provision should be made for such cases.

## THE PRACTICAL EFFECT OF THE CONVEYANCING ACT.

### II.—As to MORTGAGES.

WE commenced our discussion of this Act with some observations upon sub-section (1) of the 17th section, on account of the interesting and somewhat technical nature of its subject. We now propose briefly to examine the remaining sub-sections of section 17, and sections 15 and 16, which, together, make up one of the sub-divisions of Part IV. We shall then shortly set forth the view we take of the probable effect of that sub-division upon practice. The two remaining sub-sections of section 17 are as follows:—

"(2.) This section applies only if, and as far as, a contrary intention is not expressed in the mortgage deeds, or one of them.

"(3.) This section applies only where the mortgages, or one of them are or is made after the commencement of this Act."

Now, suppose the following case:—A mortgagor at different times, all after the commencement of the Act, and without excluding the operation of this section, executes two (or more) mortgage deeds to the same mortgagee. Subsequently he executes a third mortgage deed to another mortgagee, in which is expressed such a "contrary intention" as above mentioned. The third mortgage is afterwards transferred to the first-mentioned mortgagee. Would it be possible, in the face of the above-cited language of the Act, to contend that this third mortgage would not prevent the section from applying also to the other two? Could it be denied that "a contrary intention" was "expressed" in "one of" the mortgage deeds? Thus the mortgagor would be remitted to the hardships of the present law of consolidation.

It might perhaps be replied that this was foreseen, and that the third mortgage was intended to (and might justly) confer upon the person taking it the right, if he acquired other mortgages by the same mortgagor, to consolidate these latter with his original mortgage, although these latter mortgages would not, by themselves, have conferred any right to consolidate; and that this right is reasonably allowed to pass along with the mortgage, in which it inheres, to the owner of the two first-mentioned mortgages. But we fail to see the justice of permitting consolidation even to the original owner of the third mortgage, who must have had notice, when he took over the others, that the Act applied to them, and that the parties intended, at the time when they were made, to exclude them from the present law of consolidation. Still less do we see the justice of enabling the owner of the prior mortgages, who took them subject to a distinct understanding that they should not be liable to consolidation, designedly to evade a bargain to which he was a party, by getting into his hands another mortgage containing a different bargain to which he was not a party.

It would seem also to follow, by similar reasoning, that a mortgagee who is entitled to the benefit of several mortgages, all executed before the commencement of the Act, will not be able to make any further advances

after the commencement of the Act, without stipulating that this section shall not apply to any mortgage securing such advances. Also he will not be able to accept a transfer of any mortgage, made after the commencement of the Act, which does not contain a like stipulation. For he would otherwise lose the benefit of his existing right to consolidate his existing mortgages.

We do not know whether it was any part of the design of Lord Cairns when he invented the forms of deeds contained in the schedules to the Act to encourage laymen to manage their conveyancing for themselves. Of these forms, the statutory transfers of mortgages seem to us more likely to be used in practice than the rest; and there is an engaging air of frankness about them, which may possibly persuade enterprising persons to act sometimes as their own lawyers. Our experience of the nature of lenders inclines us to believe that nothing will induce them to lend their money upon the security of short forms of mortgage. But the short forms of transfer are intrinsically more plausible, and proposed transferees are commonly less exacting than proposed mortgagees. These considerations suggest the possibility that some amateur lawyer may some day discover, to his dismay, that he has lost the benefit of his right to consolidate by unwarily taking a transfer of a mortgage under the circumstances suggested in our last paragraph. He will have fallen into a trap baited with more skill than is generally displayed by the Act.

We will now briefly consider sections 15 and 16:—

"15.—(1.) Where a mortgagor is entitled to redeem, he shall, by virtue of this Act, have power to require the mortgagee, instead of re-conveying, and on the terms on which he would be bound to re-convey, to assign the mortgage debt and convey the mortgaged property to any third person, as the mortgagor directs; and the mortgagee shall, by virtue of this Act, be bound to assign and convey accordingly.

"(2.) This section does not apply in the case of a mortgagee being or having been in possession.

"(3.) This section applies to mortgages made either before or after the commencement of this Act, and shall have effect notwithstanding any stipulation to the contrary."

Against this provision in itself we have nothing to object; but we see little to be praised in the manner of making it. The reader will observe that no penalty is provided in case of a refusal. We suppose that the draftsman vaguely took it for granted that a refusal would, upon application to the court and an order made thereon, render the party liable to attachment. But we cannot think it a slight evil that the liberty of the subject should be invaded without legislative warrant, merely because people intrusted with the framing of a statute have taken the trouble neither to say plainly what they mean nor to display the small degree of ingenuity needed to avoid the necessity of saying it. This section applies to mortgages made before the commencement of the Act, *thus distinctly altering the contract between the parties*. A proposal to commit a man to prison for refusing to do something which he never bargained to do, upon the strength of an inference from a statute which does not condescend expressly to enact any penalty against him, is somewhat startling. Yet if the case we supposed should occur, the court may find itself in a manner compelled to take this course. And all this might so easily have been avoided by the simple device of enacting that, in case the mortgagee should refuse, he should be deemed to be a trustee for the proposed transferee, and the court should have power, by a vesting order, to effect the proposed transfer of the property.

The next section is as follows:—

"16.—(1.) A mortgagor, as long as his right to redeem subsists, shall, by virtue of this Act, be entitled from time to time, at reasonable times, on his request, and at his own cost, and on payment of the mortgagee's costs and expenses in this behalf, to inspect and make copies or abstracts of or extracts from the documents of title relating

to the mortgaged property in the custody or power of the mortgagee.

"(2.) This section applies only to mortgages made after the commencement of this Act, and shall have effect notwithstanding any stipulation to the contrary."

Here, again, no penalty is provided in case of a refusal. And the language of this section lends itself less easily than the language of the previous one to the hypothesis that the penalty must necessarily be attachment. This remark gathers further weight from a comparison with the language of some other parts of the Act, for which we have no space here.

We should be sorry to undertake to guess what the framers of this Act suppose to be the meaning of the word "contrary," as used in these sections. In the present case, whatever may be meant by a "stipulation to the contrary," it must, if it is to mean what it says, mean that contrariety is to subsist between the matter of the stipulation and the matter of the section. But there would be no contrariety, nor any kind of logical incompatibility, between the matter of the section, and the matter of a covenant, on the part of the mortgagor to pay a huge sum to the mortgagee, by way of agreed costs, whenever he or anybody claiming under him should inspect or copy a document. Here, again, we suppose the draftsman will expect the court to help him out by declaring such a covenant void. But it would not be very difficult for a cautious mortgagee so to adjust the sum to the circumstances of the mortgagor as to make it practically prohibitive, while no court would venture to strain the case within the meaning of the section.

We may also point out that section 15 might be regularly evaded by the mortgagee going into possession *pro forma* and immediately going out again. A stipulation to facilitate this might be made a common form in every mortgage; and, whatever it might be, it would not be a "stipulation to the contrary"; on the contrary, it would be in closest accordance with sub-section (2).

We shall confine our further remarks upon the practical effect of the sub-division of the Act to the questions, whether and why it is likely that mortgagees will in future consent to deprive themselves of the advantages given them by the right to consolidate; whether, if proposed mortgagees should insist upon retaining those advantages, there is any prospect that proposing mortgagors will be able to make them give way; and (which is, perhaps, the most interesting and important question of all), whether it will not be the duty of every solicitor advising a proposed mortgagee, after the commencement of the Act, to take care that the right of consolidation is retained for the benefit of his client. We believe that our first two questions answer themselves. We see no reason to suppose that the passing of this Act has effected a radical alteration in the nature of lenders of money, of which a prominent characteristic is the disposition to insist upon having every possible security. Nor can it be denied that the right to consolidate is of great practical importance, and has often saved those who had it from severe loss. And we see less reason than ever to suppose that mortgagors, at all events of land, will, for a long time to come, be able to resist any demand which mortgagees may make. These considerations also go far to answer our question about the duty of solicitors in the future, for in such a case as the present the expectation of the client measures the duty of the solicitor, and lays down for him a rule from which he cannot depart without grave personal risk. And we must further point out that, even as regards his legal liability (which is, of course, in practice the least part of what he has to fear in case of mishap) a solicitor, so far as we can see, receives no protection from the provisions of this Act. Section 66 does indeed protect him from all liability, "by reason of his omitting, in good faith, . . . to negative the giving, inclusion, implication, or application" of any of "the powers given by this Act to any person, and



the covenants, provisions, stipulations, and words which under this Act are to be deemed [to be] included or implied in any instrument, or are by this Act made applicable to any contract for sale or other transaction." But the case we are considering has nothing to do with negating the giving of powers, or the inclusion of covenants, &c. This provision of section 66 refers to a different part of the Act; and manifestly has no bearing upon the neglect to insert an express stipulation that a proposed mortgagee shall retain the right of consolidation. If by reason of such neglect any future mortgagee shall suffer loss, we cannot promise his solicitor that he will be free even from legal liability.

### ESTATES *PUR AUTRE VIE* AND TITLE BY OCCUPANCY.

AN estate for life may be created either by the act of a grantor, or by the operation of law; of which latter case tenant by the curtesy and tenant in dower are examples. In either case, if the tenant for life grants over his estate to another, the grantee has an estate *pur autre vie*; and this estate is an estate of freehold, like the estate for life which it represents; but is regarded by the law as being a less estate, and is commonly said to be the least estate of freehold known to the law. As a determinable estate which would, if not sooner determined, endure for a life (as, for example, an estate *durante viduitate*) was, in contemplation of the law, an estate for life and an estate of freehold, and as there is no reason why such an estate might not be granted over, we may perhaps regard the estate *pur autre vie* representing such a determinable estate for life as being the *minimum visibile* of freehold. When an estate for life was cast upon another by the act of the law (as upon the king by attainder of the tenant), it is doubtful whether it gave rise to an estate of freehold. And doubts have been entertained whether an estate *pur autre vie*, on its passing to the executor by force of the Statute of Frauds, was in his hands a freehold or a chattel interest.

If a tenant for life granted over his estate to another simply, without mentioning the grantee's heirs, and the grantee died, living the *cestui que vie*, it followed, under the old law, that nobody had a legal title to the lands during the interval between the death of the tenant *pur autre vie* and the death of the *cestui que vie*; for, as we shall presently see more clearly, the estate *pur autre vie* was not, properly speaking, descendible, and did not descend to the heir of the tenant *pur autre vie*; and the *cestui que vie*, having purported to grant away his whole estate, was debarred from setting up any claim. No person being able, during this interval, to make out a legal title to the lands, anybody who got quiet possession of them might lawfully keep them until the death of the *cestui que vie*; because his title by mere possession was good against a mere stranger, and everybody else in the world, until the death of the *cestui que vie* let in the right of the remainderman, was in the position of a mere stranger to the lands. This title was called a title by general occupancy. No doubt it was a title which might easily take effect, and sometimes did take effect, in practice; not, as has been absurdly imagined by some authors of text-books, by a general scramble taking place for the lands on the death of the tenant *pur autre vie*, but by reason of a tenant at will being in possession of the lands at the time of the death, who, by the law of general occupancy, found his tenancy at will suddenly changed to an estate of freehold.

Of things which (before the 8 & 9 Vict. c. 106) lay in grant, and of which there could therefore be no possession (as a rent), there could be no general occupancy.

Although an estate *pur autre vie* was not, strictly speaking, descendible, yet, if the estate was granted to the tenant and his heirs, it passed, on his death, living the *cestui que vie*, to the heir, who was then styled the

special occupant. But that the estate was not descendible is very prominently shown by the fact that, if the heir, so holding as special occupant, had been named on the bond of his ancestor specifying the heirs, he could, notwithstanding his possession of the ancestor's estate *pur autre vie* for the residue of its duration, plead *riens per descent*, and avoid all liability. This shows conclusively that the heir took the estate, not as heir by descent, but as a mere nominee or appointee of the grantor. Hence arises the question whether the grantee could name other persons, besides the heir of the grantor, to be special occupants on the death of the grantee living the grantor. And in particular the question arose, and was at one time keenly debated, whether the executor of the tenant *pur autre vie*, if named in the grant, could be a special occupant.

Our own opinion is that, according to the true analogy of the law and the true explanation of the old cases, the executor could not be a special occupant. Nor do we believe that the contrary opinion was ever maintained until the Statute of Frauds had deprived the question of nearly all its importance, by giving the lands, in the absence of a special occupant, to the executor to be held by him as assets. After that time it became not unusual to limit an estate *pur autre vie* to the grantee and his executors, instead of to the grantee and his heirs, and as in such a case the executor would take the lands, either (if he could be a special occupant) as special occupant, or else (if he could not be a special occupant) by force of the statute, there was seldom much temptation to moot the point. It is true that this was one of the points mooted in *Ripley v. Waterworth* (7 Ves. 419), but, for the reasons above given, it was quite irrelevant to the result; and we have always permitted ourselves to wonder why Lord Eldon, after showing that the point could have no bearing upon his decision, nevertheless spent a good many pages in discussing it. He seems to have thought that the executor might be a special occupant.

The grounds upon which we hesitate to come to that conclusion are as follows:—Although there could not be a general occupant of a rent, yet the heir, if named, might be special occupant. But it was clearly decided in *Salter's case* (Cro. Eliz. 901, Noy. 46), which is of great authority, that the administrator, though named in the grant, could not be special occupant of a rent. But if the administrator could not be special occupant, this seems enough to prove that the executor could not. And if the executor could not be special occupant of a rent, we can see nothing to put him in a more favourable position as regards lands. Indeed, his position as regards lands is far less favourable.

Those who most distinctly maintained that the executor might be special occupant have relied upon the fact that the heir, when special occupant, takes, not by descent, but as the nominee of the grantor; and hence they inferred that there is no reason why the grantor might not nominate the executor. But we humbly submit that there is a great difference between the two cases—one of those differences which now counts for nothing, but which, before the 12 Car. 2, c. 24, counted for everything. An estate *pur autre vie*, being freehold, carried the seisin with it; and if it passed to the heir there was no abeyance of the seisin, because the heir was ascertained immediately upon the death of the tenant. But if the estate had passed to the executor, it would have been in his power, by delaying probate, to reserve to himself during an indefinite interval the right to accept or refuse the estate; and in the meantime the seisin would have been in abeyance, and the lord would have had no tenant to answer to him for the services. To allow the executor to be named as special occupant would have been as inconsistent with the fundamental laws of tenure as to allow an estate *in futuro* to be created by feoffment.

These considerations, however, are now not only thought to be of little weight, but are scarcely remem-

based or understood. In *Northern v. Carnegie* (4 Drew. 557), Vice-Chancellor Kindersley seems to have been much disposed to infer that the executor might be special occupant of a rent, from the supposed fact that he might be special occupant of lands. It is much more probable that the old decisions against the executor being special occupant of a rent, were grounded upon the obvious impossibility of his being special occupant of lands; and that there are no old decisions against his being special occupant of lands, only because this question was thought too clear to be raised.

The Statute of Frauds, which made an estate *pur autre vie*, in the absence of a special occupant, assets in the hands of the executor, did not specify the extent to which it was assets. In *Oldham v. Pickering* (2 Salk. 464) it was held by Lord Holt, and the whole court, that the estate was assets only for the payment of debts, and that, the debts being paid, the executor could not be made to account further. This decision was little relished by the equity lawyers, who had already begun to nibble at it, when the 14 Geo. 2, c. 20, saved them further trouble by making the estate distributable as personalty. The provisions of this statute and the Statute of Frauds, with regard to estates *pur autre vie*, were repealed by the Wills Act, but substantially re-enacted.

It is quite possible, even at the present day, for the question whether the estate *pur autre vie* in the hands of the executor is an estate of freehold, to be a question of practical importance; for upon the reply to it will depend the reply to the further question whether, under certain circumstances, he is the right person to concur, as protector, with the tenant in tail in barring an estate tail. Under the present law, if the tenant for life assigns or incumbers his life estate, he nevertheless remains protector of the settlement. But this rule does not apply to alienations made before the 31st of December, 1833; and in those cases, the protector is the person who, if a common recovery were to be suffered, would be the right person to make the tenant to the *præcipe*; and this person was the tenant of the first estate of freehold in the lands. Mr. Brodie mentions that he had known a tenancy for life which endured for upwards of eighty years; so that there must be tenants for life living who hold under settlements executed before the 31st of December, 1833. Some of these, no doubt, have assigned their estates; and some of the assignments have been limited to the assignee, his executors, administrators, and assigns. Suppose such an assignee to die intestate, the estate tail still subsisting; and suppose the tenant in tail to wish to bar the entail, and for that purpose to desire the concurrence of the owner of the first estate of freehold in the lands. We are thus brought to the question whether the executor of the deceased tenant *pur autre vie*, in the case above supposed, takes as special occupant, or whether he takes under the statute; and in either case whether he has an estate of freehold. This question we, having much exceeded our usual limits, must leave to the learning and ingenuity of the reader.

The *Times* understands that the illness from which the Lord Chancellor is suffering is complete nerve exhaustion and debility, and that he is ordered by his physicians absolute rest for some weeks.

The Commissioners of Prisons, in their report just issued, show, says the *Times*, that the following changes have taken place under their régime:—The number of prisons has been diminished by nearly one-half, while the accommodation has been very little reduced, and is fully up to all requirements. The number and cost of the staff and the cost of maintaining the prisons have been largely reduced. The treatment, discipline, and dietary have been improved and made uniform. Sanitary requirements have been specially attended to, and the death-rate reduced by about 2 per 1,000. Suicides have diminished, corporal punishments are less frequent, and dietary punishments much fewer in number. Greater variety has been introduced into, and more profitable use made of, prison labour.

## LEGISLATION OF THE YEAR.

### ARMY DISCIPLINE.

CAP. 9.—AN ACT TO PROVIDE DURING TWELVE MONTHS FOR THE DISCIPLINE AND REGULATION OF THE ARMY.

The important part of this Act is that which abolishes the punishment of flogging. Under section 41 of the Army Discipline Act, 1879, corporal punishment was only allowed to be inflicted on soldiers while on active service, and for offences punishable under that Act with death. The present Act repeals so much of the Act of 1879 as prescribes corporal punishment for offences. Section 4 enables a court martial in the case of aggravated offences of drunkenness, or of disgraceful conduct, or of any offence punishable with death or penal servitude, to order "such summary punishment other than flogging as may be directed by rules" to be made, and provides that such summary punishment shall be "of the character of personal restraint or of hard labour, but shall not be of a nature to cause injury to life or limb, and shall not be inflicted where the confirming officer is of opinion that imprisonment can with due regard to the public service be carried into execution." An "aggravated offence of drunkenness" is defined as drunkenness committed on the march, or otherwise on duty, or after the offender was warned for duty, or when by reason of the drunkenness the offender was found unfit for duty. In place of the provision of the Act of 1879 as to "field general courts martial," power is given by section 5 to convene a "summary court martial" if the officer convening it is of opinion that an ordinary court martial cannot be convened to try an offence against the Act of 1879. If the summary court martial consists of less than three officers, the sentence inflicted by it is not to exceed such summary punishment as is allowed by the present Act, or imprisonment.

### ALKALI WORKS.

CAP. 37.—AN ACT TO CONSOLIDATE THE ALKALI ACTS, 1863 AND 1874, AND TO MAKE FURTHER PROVISION FOR REGULATING ALKALI AND CERTAIN OTHER WORKS IN WHICH NOXIOUS OR OFFENSIVE GASES ARE EVOLVED.

This Act is very much more than a consolidating one. The "further provision" which it makes is best seen by a glance at section 8 and the schedule, from which it will be seen that, in addition to "alkali works," a long list of works (amongst which chemical manure works, gas liquor works, and nitric acid works are the most important) are now brought under the supervision of inspectors. Other new provisions are those of sections 5 to 7, by which "acid drainage and alkali waste" are to be kept apart; those of sections 11 to 13, by which the works which come within the scope of the Act are to be registered, and those of section 19, by which an additional inspector may be appointed on the application of sanitary authorities.

We have also to call particular attention to section 27, by which, "where it appears to any sanitary authority, on the written representation of any of their officers, or of any ten inhabitants of their district, that any work to which this Act applies is carried on in contravention of this Act, and that a nuisance is occasioned by such contravention to any of the inhabitants of their district, such authority may complain to the central authority," who shall make inquiry, &c. Under this section, it seems that any inhabitant—man or woman, householder, lodger, or even pauper, would have a *locus standi* to join in the representation, and that the persons joining in the representation need not, nor need any of them, be themselves aggrieved. Further, it does not appear that the nuisance need be injurious to health, as nuisances must be to come within the scope of the Public Health Act, s. 91 (see *Malton Local Board v. Malton Manure Com-*

pany, L. R. 4 Ex. D. 302). This provision, if widely used, may cause some commotion amongst the manufacturers of chemical manure and other substances which do not smell of violets.

The remaining new enactment is that of section 28, by which, "where a nuisance arising from any noxious or offensive gas is wholly or partially caused by the acts or defaults of several persons, any person injured by such nuisance may proceed against any one or more of such persons, and may recover damages from each person made a defendant in proportion to the extent of the contribution of such defendant to the nuisance, notwithstanding that the act or default of such defendant would not separately have caused a nuisance."

So much for the new portions of the Alkali Act, 1881, which deserve a more careful study from lawyers generally than they are likely to meet with. With regard to the purely consolidating part of the Act, we may as well remind our readers that the Act of 1863, the first measure on the subject, was originally temporary, and was not made perpetual until 1868. As will be seen from the title, the whole of the old law is contained in the Acts of 1863 and 1874. One curious incident of the Act of 1863, repeated with scarcely any variation in this consolidating Act, is that the fines for offences under the Act are recoverable, not before a justice of the peace, but by action "in the county court having jurisdiction in the district in which the offence is alleged to have been committed." This is, we believe, peculiar to alkali.

#### WILD BIRDS.

CAP. 51.—AN ACT TO EXPLAIN THE WILD BIRDS' PROTECTION ACT, 1880.

This is the fifth Act which has been passed relating to wild birds and sea-fowl. It owes its origin to the excitement occasioned by the provision in the Act of last year, which throws on every person who during the close season exposes or offers for sale, or has in his control or possession, any wild bird recently killed or taken, the *onus* of proving that such wild bird was either killed or taken, or bought or received during the period in which such wild bird could be legally killed or taken, or from some person residing out of the United Kingdom. It is now made sufficient to show that "the killing of the wild bird, if in some place to which the Act of 1880 extends, was lawful at the time when and by the person by whom it was killed." That is to say, it will be sufficient to show that the wild bird is not within the schedule to the Act of 1880, and was killed or taken by the owner or occupier of land, or some person authorized by him, on his land. It will also be sufficient to show that the wild bird was killed in a place to which the Act of 1880 does not extend, and proof that the wild bird was imported from such place is to be *prima facie* evidence that it was killed in some place to which the Act does not extend. The Lords inserted in the Bill a provision, which is now section 2, adding larks to the schedule of wild birds in the Act of 1880.

### CORRESPONDENCE.

#### SHERIFFS' OFFICERS.

[To the Editor of the Solicitors' Journal.]

Sir,—If "A Constant Reader" will inquire among common law managing clerks he will find his is by no means an isolated case, and particularly that the officers in two or three counties are notorious for their default of duty.

The profession are the sufferers both in the time taken in hunting up, ruling, &c., such officers, and in the complaints expressed by clients who won't conceive that any officials with proper process would dare so to defeat the ends of justice.

It is useless to say there are remedies prescribed against the sheriff; in practice, a threat of reporting to the Lord Chancellor appears to be the only efficacious step. But I sincerely wish the whole lot could be swept away and men appointed who would act properly.

Sept. 26.

T. P. Y.

### CASES OF THE WEEK.

COMPANY—VOLUNTARY WINDING UP—STATUTORY MAJORITY OF CREDITORS AND SHAREHOLDERS—OPPOSING CREDITOR—LEAVE TO APPLY FOR COMPULSORY WINDING UP ON PROOF OF MALA FIDES.—In a case of *In re The Northern Counties Bank (Limited)*, before Kay, J., on the 28th ult., two petitions were presented, one by H. J. Robson, a director and shareholder and creditor for £20, asking that the bank might be wound up under the supervision of the court, and the other by J. Summerfield, a creditor for upwards of £1,100, asking for a compulsory winding up. It appeared that the bank had been formed with a capital of £50,000 in 1,000 shares of £50 each, and that 723 shares, upon which £30 had been paid up, had been issued, making the whole paid-up capital £21,690. On the 13th ult. the bank stopped payment, and on the same day circulars were issued to its creditors and shareholders, begging them to work in harmony with the directors, and promising a further communication as soon as the affairs of the bank had been fully gone into. On the next day Mr. Robson's petition was presented, as also one by Messrs. Lambton & Co., of Newcastle, which was, upon payment of the debt claimed by that firm, subsequently withdrawn. On the 16th ult. a notice was issued calling meetings of the shareholders and creditors for the 26th, in order to ascertain their wishes in respect of the winding up. Before such meetings were held, Mr. Summerfield presented his petition for a compulsory winding up. At the meetings, resolutions were passed in favour of a voluntary liquidation, with Mr. Edmund Nichols, a public accountant, as liquidator, and an extraordinary resolution for a voluntary winding up was passed by the statutory majority of the shareholders and creditors. Counsel on behalf of Mr. Summerfield, in reply to a question of his lordship as to the relative advantages of a compulsory or supervision order, stated that, although the latter might be apparently the more advantageous course, yet by adopting it creditors would not have the same security for the proper administration of the assets nor the same facility for the investigation and discovery of abuses and the actual position of affairs. KAY, J., said that he was bound to consider the wishes of the creditors, and made an order on Mr. Robson's petition continuing the voluntary winding up of the bank under the supervision of the court, and reserving liberty to Mr. Summerfield to apply next Wednesday for an order for compulsory winding up if he could prove to the satisfaction of the court that the wishes of the creditors were not properly ascertained at the meetings held.—SOLICITORS, Nash & Field, for W. M. Pybus, Newcastle-upon-Tyne; Rossiter, for J. G. Josh, Newcastle-upon-Tyne; Gregory & Co.

PRACTICE—COMPANY—WINDING UP—APPOINTMENT OF SPECIAL EXAMINER—COMPANIES ACT, 1862, s. 115.—In a case of *In re The Great Wheel Polgooth Mining Company*, also before Kay, J., on the 28th ult., being the case of a limited company now being wound up under a compulsory order made by Bacon, V.C., on the 3rd of August, an *ex parte* application was made on behalf of the liquidator of the company, under the Companies Act, 1862, s. 115, for the appointment of a special examiner and leave to summon witnesses. It was stated that the company was formed in March last, and that there had been a *bond fide* subscription of some £27,000 paid-up capital, of which it was alleged that £15,000 had gone into the pockets of the directors. The official liquidator was desirous of examining the directors and secretary, as it was believed that a large portion of the £15,000 might be recovered. KAY, J., suggested that an examination before the chief clerk was the more proper and cheaper course. Counsel however stated that expedition was desirable, and cited in support of the present application: *In re Contract Corporation* (19 W. R. 337, L. R. 13 Eq. 27);



*Manny v. Allen* (26 W. R. 908, L. R. 9 Ch. D. 164). KAY, J., granted the order asked for.—SOLICITORS, *Snell & Grimip*.

**COMPANY—VOLUNTARY WINDING UP—DISSOLUTION OF COMPANY—COMPANIES ACT, 1862, ss. 142, 143.**—In a case of *In re The General Iron Screw Collier Company (Limited)*, also before Kay, J., on the 28th ult., a petition was presented by M. Louis Bertin, an incumbrancer under a judgment or decree of the Court of Appeal at Rouen, for some 27,000 francs, asking that the company, which is now being wound up voluntarily, might be wound up by the court, or that the voluntary winding up might be continued under the supervision of the court. It appeared that, in pursuance of the 142nd section of the Companies Act, 1862, the final meeting in the voluntary winding up was duly held on the 23rd of June of this year, and in pursuance of the 143rd section the return to the registrar of such meeting was duly filed on the 2nd of July following, and that the three months under the latter section would accordingly expire on the 1st of October next, and the company be finally dissolved on that day. KAY, J., said that it was clear that, as the winding up was still going on, he could make any order which might seem proper, and he accordingly made an order restraining the company from dissolving until after the first petition day in the November sittings, and for the adjournment of the present petition until that day.—SOLICITORS, *Lyns & Holman; Hollams, Sons, & Coward*.

**TRUSTEE—MORTGAGEE IN POSSESSION—DEPRECIATION.**—In the case of *In re Ames Settlement*, before Kay, J., Vacation Judge, on the 28th ult., the facts were that the surviving trustees of a marriage settlement invested in September, 1874, a sum of £8,000 out of some £24,000 comprised in the settlement upon a mortgage at 5 per cent. of a farm in Kent. Shortly after the execution of the mortgage the mortgagor sold the equity of redemption for £8,000, and the purchaser paid the interest on the mortgage debt up to the year 1878. The purchaser then became bankrupt, and the trustees, being no longer able to obtain their interest, entered into possession, and, in May, 1879, in exercise of a power of leasing contained in the mortgage deed, leased the farm to a relation of the former owner for a term of years at a yearly rent of £400. In 1880, the tenant became embarrassed in circumstances, and his affairs were liquidated by arrangement, and by the consent of the trustees, being the mortgagees in possession, the creditors arranged to hold the farm until the 29th of September of the present year. It appeared that the farm in question, which contained some 210 acres of hop and meadow land, was doubtless in 1874 an ample security for the mortgage of £8,000, and in fact that this mortgage was in part substitution of one made by the settlor himself in 1871 on the same farm for a larger sum, but at the present time, by reason of the depression which exists in the value of agricultural land, the trustees of the settlement were unable either to sell or let the property without loss, and although on two occasions they had recently caused the property to be put up to auction, at an upset price, not more than sufficient to cover their principal, interest, and costs, they had been unable to obtain a single bidding. Under these circumstances the trustees, being advised that if the farm went out of cultivation it would greatly deteriorate in value, and become entirely impossible to let or sell, except at a great sacrifice to the trust estate, presented a petition to the court, asking for directions as to the appointment of a manager or receiver of the trust estate, with power for him when appointed to appoint such person or persons as might be necessary for the cultivation of the farm, and also asking, that if the profits should be insufficient to cover the expenses of working the farm, for the payment of the deficiency out of the capital or income of the other funds comprised in the settlement. KAY, J., declined to give the trustees any special protection, or to enable them to take other trust funds for the purpose of cultivating the farm, or of providing against any deficiency which might arise by taking the farm into their own hands. Trustees, he said, who had taken possession of a mortgaged property had only power to do all such acts as an ordinary mortgagee in possession could do as between himself and his

mortgagor. Such trustees could recover from the trust estate no more than they would be allowed to recover against the mortgagor. The present difficulty had arisen from the extraordinary depression existing at the present time in agricultural matters. Under ordinary circumstances there would have been no difficulty, and a tenant would easily have been found. Nothing could help the trustees except a private Act of Parliament, and his lordship was not able to give the directions asked for. It was ordered that costs of all parties should be paid out of the estate.—SOLICITORS, *James Taylor, Mason, & Taylor; T. W. Nelson*.

**WILL—CHARGE OF DEBTS—REQUISITION AS TO UNPAID DEBTS.**—In a case of *Re Willaume's and Landau's Contract*, also before Kay, J., on the 28th ult., a summons had been taken out under the Vendor and Purchaser Act, 1874. Mr. T. B. Tanqueray Willaume, who died in May, 1871, by his will directed his executrix and executor to pay all his just debts, funeral and testamentary expenses, as soon as conveniently might be after his death, and in a subsequent part of the will devised and bequeathed all his real and personal estate to his wife E. T. Willaume, and his son T. B. T. Willaume, the younger, their heirs, executors, administrators, and assigns, upon trust to pay the rents and profits and annual income and permit the same to be received and taken by his said wife for her life, and after her decease to raise and pay out of his real and personal estate to his daughter, Mrs. Murray, the legacy of £2,000, and to his son F. T. Willaume the legacy of £3,000. The testator then declared that, as to all the residue of his real and personal estate, he devised and bequeathed the same to his said son T. B. T. Willaume, his heirs, executors, administrators, and assigns, with a proviso that his said son might postpone the payment of the legacies for not exceeding two years from the death of the testator's wife, and the testator appointed his wife and his son, T. B. T. Willaume, his executrix and executor. In June, 1881, the testator's wife and son, as executors and devisees in trust, offered a portion of the testator's real estate for sale by auction, and the property was purchased by Mr. H. Landau. Difficulties having arisen as to the title, the purchaser took out the present summons, asking for declarations—(1) whether the testator had by his will charged his real estate with the payment of his debts; (2) whether, in such case, the vendors were bound to answer the purchaser's requisitions whether there were any debts of the testator still owing, which latter question the vendors had declined to answer. It was contended on behalf of the purchaser that no charge on the realty was created, as the whole tenor of the will was against such a construction, and that the rule that a testator who directed payment of his debts by his executors, and also devised to them his real estates created a charge thereon, could not be extended to a case where the executors also took beneficial interests which were of unequal quantity. On the second point it was contended that, notwithstanding the decision of Lord Romilly in *Sabin v. Heape* (8 W. R. 120, 27 Beav. 553), the vendors were bound to say whether there were any debts unpaid, for after ten years from the testator's death, it was only reasonable to assume that all debts had been paid, and that in that case the executors, even with a charge of debts, could not sell the property. It was contended on the other hand by the vendors, that the purchaser could not raise the first question, as he had made no requisition on the point within the time limited by the conditions of sale. The purchaser, in reply, cited *Went v. Stallibrass* (21 W. R. 685, L. R. 8 Ex. 175), where it was held that a purchaser was not bound by such a condition where the vendors had no title at all. KAY, J., said that, although the case was one of considerable doubt, he would give his opinion on it at once. The general rule was, that where a testator directed his executors to pay his debts, and devised his real estate to such executors, he was to be held to have created a charge of the debts on his real estate. But no case had been cited to show that such rule applied where the devise had not either been made to them in trust for other persons or to such executors equally for their own benefit. Lord Hatherley in *Harris v. Watkins* (Kay, 438, 448), laid it down distinctly that when the direction was that the debts should be paid by the executors, which would imply an equal liability, and unequal gifts were made to them, the rule did not apply. In the present case he was not

satisfied that a charge had been made within Lord Hatherley's meaning. If there was no charge of debts, the vendor had no title on which a requisition could be made within the meaning of the conditions of sale. The other point was more difficult. It was impossible to read the case of *Sabin v. Heape* without feeling a doubt as to whether it was correctly decided, but as he had already decided that there was no charge of debts, it was unnecessary to enter into that case, although he should probably have felt himself bound to follow the decision of the late Master of the Rolls. His lordship then made a declaration that the title was too doubtful to be forced on a purchaser. Costs to be paid by the vendors.—*Solicitors, Parish, Daintrey, & Hickson; Murray, Hutchins, & Stirling.*

#### BOW STREET POLICE COURT.

Sept. 20.—*Bradlaugh v. Newdegate and another.*

The following is a shorthand report of the judgment of Mr. VAUGHAN in this case:—

I am of opinion that in this case the complainant has not that the maintenance of which he complains falls shown within the purview of the statutes to which attention has been called. In the first place, it may be observed, this is a proceeding which appears to be entirely new to the criminal law, at least practically so, because, although the statute of Richard II., which has been referred to, and the subsequent later statute of Henry VIII., do undoubtedly refer to fines and imprisonment, it is most singular that no indictment can be found which has been framed for the violation of those statutes. Therefore, to my mind, this is an obsolete proceeding, and it seems to me that the criminal law ought not to be invoked for a purpose of this kind when it is open to a complainant, if he has sustained a wrong, to apply to the common law courts for redress. Supposing that Mr. Bradlaugh had himself sustained any damage or injury, it was open to him to have proceeded in a court of law, and to have obtained the judgment of a superior court, by which he might have been recouped any loss or costs he had sustained. That course has not been adopted, but these old statutes have been searched out in order that proceedings—which I cannot help thinking have been taken for the purpose of gratifying a very unfriendly spirit on Mr. Bradlaugh's part—might be instituted in the hope that the defendants might be committed for trial. Supposing the circumstances of this case had rendered it necessary for me to have taken that course, undoubtedly I should have discharged my duty, supposing I considered I was bound to do so. But having heard the argument on both sides of this question, and having, moreover, myself looked into the authorities, I have come to the conclusion that, in this case, there is no such disturbance of common law or of common right, and no such case of oppression, made out as brings it within the operation of the statutes. Now maintenance has been defined by several of the old writers upon the subject, and Comyn in his Digest says that maintenance is where a man maintains a suit or a quarrel to the disturbance or injury of right. In Hawkins' "Pleas of the Crown" it is stated as being an "unlawful taking in hand, or upholding of quarrels or sides, to the disturbance or hindrance of common right." And then, further, I find it stated in Burn's "Justice of the Peace" that it is prohibited by common law as having a tendency to oppression. Now, if one turns to the statute one sees what is meant by that, and it is this, that people who were in possession of land should not be turned out of possession by means of fraud; that force and violence should not be resorted to for the purpose of turning them out, and that if persons choose to act in that way they should be punished; and the common law which protected persons in possession was still further sanctioned and confirmed by those statutes for the protection of right and justice and innocence. That being the case, I confess I cannot see that any authority has been cited before me which calls upon me to hold in this case, looking to the facts of the case, that there has been a maintenance within the proper construction of the statutes; but there is this further thing to be said, that it has not been shown to my mind that the defendants were not interested in the matter.

Now, in Hawkins' "Pleas of the Crown" there are several exceptions to the laws of maintenance, and amongst others it is stated that if a person, being a reversioner or

remainderman, maintains a tenant for life, if he is lessee, and maintains the lessor, or *vice versa*—nay, if a man has a contingent interest only in such a case as that—if he choose to advance money, it is not maintenance; and it has also been held in some cases that if a person is a commoner, and there are other persons who are commoners, or persons interested in a right of way, and one of those persons brings an action for the purpose of establishing a right to the common, or right of way, that other persons who are so interested may, without being exposed to any penalty at all, assist and take part in the action for the purpose of establishing the right. It appears to me, if that is so, that the interest in this case is greater; because I cannot conceive any greater interest that a person can possibly have than in ascertaining whether or not the decision or the resolution which was come to by the House of Commons at the first onset of the case was right or not—than that the matter should be submitted to a court of law, and that the court of law should be asked to pronounce its opinion as to whether or not the law was as suggested by the resolution of the House of Commons. I cannot conceive myself that there can be any greater interest; it affects members of Parliament, it affects the constituency of Northampton, it affects Mr. Bradlaugh himself, and every person.

Now, that being the case, what better mode could be taken for ascertaining whether or not Mr. Bradlaugh was right and the House of Commons wrong? because, of course, a penalty could not be recovered unless, in point of fact, the law was that Mr. Bradlaugh had committed an offence for which he was liable. Unless it had been held to be so, Mr. Bradlaugh would have gone back to the House of Commons with the judgment of the court of common law in his hand, and have said, This is the judgment of a superior court of law. Now, after that, can you refuse to allow me to take my seat? Now, therefore, I say, not only was it a public matter, but Mr. Bradlaugh himself must be greatly interested in having the matter settled. I can quite understand why Mr. Newdegate should have taken the course which he did; I dare say it would not be an agreeable thing for Mr. Newdegate, sitting in the same House, to have his name appear as the plaintiff in the action, and, therefore, I can quite understand that rather than take that course he would say to some other person, "You take the proceedings, let us have this matter tested, and see whether Mr. Bradlaugh is right or not in his claim to sit in the House of Commons." As regards the question of costs, of course, there is the agreement which has been put in, and that agreement appears to have been drawn for the purpose of enabling Mr. Bradlaugh to recover his costs. It is true he could not at the present time assume the benefit of that agreement to himself, but it is also true, as the matter now stands, that if the costs were not paid, and Mr. Bradlaugh succeeded, he would have an action against Mr. Newdegate, and the facts of the case would then be brought out even if they had not been brought out here. Under those circumstances I confess, for my own part, I have no hesitation in coming to the conclusion that these summonses must be dismissed, and I come to that conclusion with the greater freedom from hesitation because if there has been any injury or damage sustained by Mr. Bradlaugh in this matter it will still be competent for him to bring an action in one of the courts of law, and have the question argued and discussed, and settled, supposing he is advised to take that course.

The summonses will, therefore, be dismissed.

#### OBITUARY.

##### MR. WILLIAM DADLEY.

Mr. William Dadley, solicitor (of the firm of Marson & Dadley), of 1, Southwark-bridge-road, who was one of the oldest solicitors in South London, died at his residence, 41, Lansdowne-gardens, South Lambeth, on the 21st ult., at the age of eighty-four. Mr. Dadley was born in 1798, and was admitted a solicitor about the year 1821. He had a very extensive private business, and had for many years practised in Southwark-bridge-road in partnership with Mr. Thomas Marson. He had been for many years a member of the Pewterers' Company, and since 1841 he has been clerk to that body. Mr. Dadley was buried at Nunhead Cemetery on the 24th ult.



## SOCIETIES.

## BRISTOL INCORPORATED LAW SOCIETY.

The following is the report of the council:—

The following important Acts of Parliament affecting the administration of the law in England were passed in the session of 1881.

An Act for simplifying and improving the practice of Conveyancing, and for vesting in trustees, mortgagees, and others various powers commonly conferred by provisions inserted in settlements, mortgages, wills, and other instruments; and for amending in various particulars the Law of Property, and for other purposes.

An Act for making better provision respecting the Remuneration of Solicitors in Conveyancing and other non-contentious business.

An Act to amend the Law of Newspaper Libel, and to provide for the Registration of Newspaper Proprietors.

An Act to amend the Supreme Court of Judicature Acts, and for other purposes.

The council are glad to observe that the Solicitors' Remuneration Act, as passed, provides for the president of the Incorporated Law Society and the president of one of the provincial law societies (to be selected by the Lord Chancellor) being associated with the Lord Chancellor, the Lord Chief Justice of England, and the Master of the Rolls in making a general order for regulating remuneration.

In the annual report presented last year reference was made to certain resolutions passed by the council on July 5, 1880, on the practice of the Bristol Sanitary Authority of selling their salvages under conditions excluding purchasers from requiring any abstract of or covenants for title; and at the last annual meeting a resolution was passed that a special meeting of the profession practising in this city be convened to consider the refusal of the Sanitary Authority to alter their conditions excluding purchasers from requiring any abstract of or covenant for title. In December last, attention having been called to a sale of salvages by the Authority subject to the same restrictive conditions, and it appearing that the Corporation of Sheffield on sale of salvages gave an absolute covenant for title to purchasers, the council inquired if the Authority would adopt the same practice. A letter in reply to the inquiry was received stating that, acting under counsel's advice, the Authority were selling under the printed conditions of sale already issued. Another sale of salvages having been announced to be held on the 10th of June last under the same conditions, the council convened a meeting of the solicitors practising in this city, to consider the refusal of the Sanitary Authority to adduce any title, or to enter into any covenant for title or production of indentures on their salvage sales, and to take such steps in relation thereto as may be determined at the meeting so convened and held on the 3rd of June, the following resolutions were unanimously passed:—

1. "That, in the opinion of this meeting, the practice which is now adopted by the Bristol Sanitary Authority of providing, on sales of their salvages, that their title is to be accepted without investigation, and that the purchaser is not to have any title deeds handed to him or any covenant whatever for title or for production of deeds, should be abandoned for the following (amongst other) reasons:

a. "The whole risk of a defective title is thereby thrown on the purchaser;

b. "In case of any action of ejectment or any claims being made against him, whether well founded or otherwise, he has no means of supporting his title;

c. "Trustees are precluded from lending their trust funds by way of mortgage on such property as this, to which no title is or can be shown.

2. "That, in the opinion of this meeting, if the Bristol Sanitary Authority do not see fit to adopt the usual practice of furnishing an abstract, they should accept the responsibility of the titles which they refuse to disclose by giving an absolute covenant for the protection of the purchaser.

3. "That the president and vice-presidents of the Bristol Incorporated Law Society, Mr. Bedell, Mr. Chilton, Mr. W. H. Clarke, Mr. Henry Cooke, Mr. Pope, Mr. Swann, and Mr. Vassall, be requested to attend the sale of salvages on the 10th inst., and draw public attention to the resolutions passed this day.

4. "That the foregoing resolutions be forwarded to the

clerk of the Authority, and be advertised in the Bristol newspapers."

The resolutions were forwarded to the clerk to the Authority, and were advertised. On the 9th of June the Sanitary Authority obtained an *ex parte* injunction from Lord Coleridge (the Vacation Judge) restraining the ten solicitors referred to in the third resolution from attending the sale for the purpose of drawing attention to the resolutions, from repeating the advertisements, and from doing any act to disparage the plaintiffs' title. The council caused an appearance to be entered for the several defendants, and retained counsel. However, on the 16th of June, the plaintiffs gave notice to discontinue the action—thus preventing any argument or discussion taking place in court on the subject of their conditions or on the merits of the action. The defendants' costs were taxed and have been paid by the plaintiffs. It is understood that the question of altering the conditions of sale of salvages is under consideration of a sub-committee, appointed by the Streets Improvement Committee of the Sanitary Authority.

A few weeks since the council received a communication from the Gloucestershire Law Society on the subject of solicitors' fees on auction sales of real property and the stringent conditions under which such sales are frequently held. Reference was made to the annual report of the Incorporated Law Society in 1878, wherein the council of the chief society expressed their opinion that conditions of sale under which a purchaser is compelled to make any payment to the vendor's solicitor are open to grave objections; and it was stated that in 1879 the Gloucestershire Law Society adopted the report of their committee, advising the discontinuance of the practice of charging such fees in the district over which that society extended. At the recent annual meeting of the Gloucestershire Society, attention was called to the fact that the system of charging contract fees prevailed in the city and neighbourhood of Bristol, and a resolution was passed that a communication should be opened with this society, in the hope that they may take such action as may be thought best to bring the practice of the solicitors in Bristol into accord with that recommended by the Incorporated Law Society, and adopted by the Gloucestershire Society. The attention of the latter society had also been drawn to the stringent conditions of sale commonly used at sales in which Bristol solicitors were concerned, and reference was made to a certain common form of conditions settled by the Gloucestershire Society with a view to the adoption of fair and reasonable conditions. The council have had the communication from the Gloucestershire Society under their careful consideration, and decided that the question of the abolition or retention of auction fees should be referred to the annual general meeting of the society. With regard to the alleged stringency of Bristol conditions, the council are not prepared to admit that conditions of sale conducted by Bristol solicitors are as a general rule otherwise than usual.

During the past year about ninety candidates have attended the preliminary examination in the library.

## LEGAL APPOINTMENTS.

Mr. HENRY THOMAS BROWN, solicitor, of Chester, has been appointed a Magistrate for that city.

Mr. ROBERT GRIFFIN, barrister, has been appointed Assistant Registrar to the Irish Land Commission.

Mr. MORRIS P. JONES, solicitor (of the firm of Jones, Paterson, Jones, & Paterson), of Liverpool, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds to be executed by Married Women for the County of Lancaster.

## COMPANIES.

## WINDING-UP NOTICES.

JOINT STOCK COMPANIES.  
LIMITED IN CHANCERY.

ACTS PROMOTION SOCIETY, LIMITED.—Kay, J., has fixed Tuesday, Oct. 4, at 12, at the chambers of Chitty, J., Rolls yard, Chancery lane, for the appointment of an official liquidator. By an order made by Kay, J., dated Sept. 14, it was ordered that the above society be wound up. Tibbitts and Son, Field st, Gray's inn, solicitors for the petitioners.

**CANTA PARA GOLD MINING COMPANY, LIMITED.**—Petition for winding up, presented Sept 21, directed to be heard before the Vacation Judge, Rolls yd, Chancery lane, on Oct 5. Beall and Co, Queen Victoria st, solicitors for the petitioners.

**COMEDY OPERA COMPANY, LIMITED.**—Cave, J., has, by an order dated Aug 23, appointed Frederick Bertram Smart, 63, Cannon st, to be official liquidator. Creditors are required, on or before Oct 24, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Nov 17, at 12, is appointed for hearing and adjudicating upon the debts and claims.

**JOSEPH WRIGHT AND COMPANY, LIMITED.**—By an order made by Kay, J., dated Sept 7, it was ordered that the voluntary winding up of the company should be continued. Warrington, Gresham bldgs, agent for Warrington and Thompson, Dudley, solicitors for the petitioners.

**ROTHERHAM, MASBRO', AND HOLMES COAL COMPANY, LIMITED.**—By an order of Kay, J., dated Sept 14, it was ordered that the voluntary winding up of the company be continued. Pilgrim and Phillips, Coleman st, agents for Watson and Co, Sheffield.

**CANTA PARA GOLD MINING COMPANY, LIMITED.**—Petition for winding up, presented Sept 24, directed to be heard before the Vacation Judge, at the court of the M. R., or Chitty, J, Rolls yd, Chancery lane, on Oct 12. Gush and Phillips, Finsbury circus, solicitors for the petitioner.

[Gazette, Sept 27.]

#### COUNTY PALATINE OF LANCASTER.

**VICTORIA SAW MILL AND WAGON COMPANY, LIMITED.**—By an order made by the V.C., dated Sept 14, it was ordered that the voluntary winding up of the company be continued. Houghton and Myers, Preston, solicitors for the petitioner.

[Gazette, Sept. 23.]

#### FRIENDLY SOCIETIES DISSOLVED.

**CORLEY FRIENDLY SOCIETY,** School Room, Cusley, Derby. Sept 21  
**HIGHBRIDGE INDUSTRIAL CO-OPERATIVE SOCIETY, LIMITED,** Church st, Highbridge, Somerset. Sept 21

**JUNIOR FRIENDLY SOCIETY,** Abbots Bromley, Stafford. Sept 19

[Gazette, Sept. 23.]

**BARKING FRIENDLY SOCIETY,** Barking, Essex. Sept 22  
**BIRCH CLASS BENEFIT SOCIETY,** Union Chapel, Weston Turville, Bucks. Sept 22

**INDEPENDENT SONS OF ADAM OR FRIENDLY PLOUGHMEN SOCIETY,** Red Lion Inn, Shawforth, Rochdale, Lancaster. Sept 24

**UNITED BROTHERS' BENEFIT SOCIETY,** Tile Kiln, Tullerich st, Hackney rd. Sept 22

#### SUSPENSION FOR THREE MONTHS.

**AGRICULTURAL UNITED FRIENDLY SOCIETY,** Artichoke Inn, Christow, Devon, from Sept 23

**ANTONY UNION SOCIETY,** Antony, Torpoint, Cornwall, from Sept 23

**BENEVOLENT BROTHERS BENEFIT SOCIETY,** Dog and Pot Inn, West End, Stoke Poges, Bucks, from Sept 23

**BOVEY TRACK BENEFIT SOCIETY,** Dolphin Inn, Bovey Tracey, Devon, from Sept 23

**CREDLEIGH FRIENDLY PROVIDENT SOCIETY OF MEN,** Ship Inn, Chudleigh, Devon, from Sept 23

**KING WILLIAM FIRST FRIENDLY SOCIETY,** Bell Inn, Moreton Hampstead, Devon, from Sept 23

**PHILANTHROPIC ASSOCIATION, BRITISH UNITY SOCIETY,** Temperance Hall, Liskeard, Cornwall, from Sept 23

[Gazette, Sept. 27.]

## LEGAL NEWS.

Mr. Justice Watkin Williams has fixed the following dates for holding the Autumn Assizes on the Western Circuit—viz., Bristol, Saturday, October 22; Exeter and City, Saturday, October 29; Winchester, Saturday, November 5. Prisoners only will be tried.

Mr. McConnell, revising barrister at Liverpool, gave his decision on Saturday in a case in which the claimant of the franchise was Mr. William Simpson, who claimed in respect of a counting-house, 13, Sheffield-buildings, Victoria-street, in succession from a dwelling-house, 28, Earl-street. Mr. Collins, the other revising barrister, was also on the bench. Mr. McConnell said he had a strong impression as to the case when it first came before him, but he was anxious to consult his colleague. Mr. Simpson's own evidence went to show that as a dwelling-house he had not occupied the premises in Earl-street at all. The room which he called his own he only used occasionally, and he had never spent a night or dwelt there within the meaning of the dwelling-house qualification. Then the question was, could he claim as an occupier in reference to the house he had let off entirely, with the exception of one room in which he did not dwell, and that room not being of sufficient value to entitle him to a vote under the old £10 qualification of the Reform Act relating to the use of a separate room, studio, or counting-house? He thought it could not be under the old qualification nor under the new that he could occupy for that. He decided—and his friend Mr. Collins agreed with him—that there was not in that qualification a sufficient occupation to constitute him a voter. Therefore, the vote of Mr. Simpson would be disallowed.

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

**BALFOUR.**—Sept. 21, at 14, Great Stuart-street, Edinburgh, the wife of John Blair Balfour, M.P., Lord Advocate for Scotland, of a son.

**GOODMAN.**—Sept. 27, at Camden Lodge, Belvedere, Kent, the wife of W. Meigh Goodman, barrister-at-law, of a daughter.

**POPE.**—Sept. 22, at South Walk House, Dorchester, Dorset, the wife of Alfred Pope, solicitor, of a son.

### MARRIAGES.

**ANGOVE-STREET.**—Sept. 20, at Southampton, J. C. St. Aubin Angove, Serjeants'-inn, Temple, solicitor, to Susannah, daughter of the late George Street, Southampton.

**MACLAY-ROBSON.**—Sept. 22, at Christ Church, High Harrogate, David Thompson Macloy, solicitor, Glasgow, to Marianne Swindells, daughter of R. Robson, Belle Vue House, Durham.

## LONDON GAZETTES.

### Bankrupts.

FRIDAY, Sept. 23, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Carter, Frederick John, King st, Tower hill, Fishmonger. Pet Sept 10. Haslitt. Oct 5 at 11

Lowe, Christopher John, Walbrook. Pet Sept 10. Haslitt. Oct 5 at 11.30

Sichelsilber Alfred, Golden Cross Hotel, Charing Cross. Pet Sept 21. Haslitt. Oct 5 at 12

Sturman, Edward Alfred, Upper Tollington Park, South Hornsey, Ph.D. Pet Sept 17. Brougham. Oct 4 at 12

To Surrender in the Country.

Cooke, Catherine Maria, Tysoe, Warwick. Pet Sept 21. Fortescue. Banbury, Oct 7 at 3

Dyson, Sam, Huddersfield, Leather, Currier. Pet Sept 19. Hird. Huddersfield, Oct 15 at 11

Findlay, James, Salisbury, Draper. Pet Sept 10. Wilson. Salisbury, Oct 7 at 1

Foster, Edward, Nottingham, Joiner. Pet Sept 21. Patchitt. Nottingham, Oct 8 at 10

Howells, John, and William Woods Howells, Cardiff, Timber Merchants. Pet Sept 19. Langley. Cardiff, Oct 6 at 11

Last, Alfred, Bury St Edmunds, Music Seller. Pet Sept 23. Collins. Bury St Edmunds, Oct 8 at 11

### TUESDAY, Sept. 27, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Cook, John, Lever st, St Luke's, Boot Manufacturer. Pet Sept 24. Haslitt. Oct 12 at 12

Cross, Edward, Lisamore rd, Haverstock hill, Builder. Pet Sept 23. Haslitt. Oct 12 at 12

Dehman, Albert, West sq, Lambeth, Licensed Victualler. Pet Sept 24. Haslitt. Oct 12 at 1.30

Longrigg, Dean, Market terrace, Fulham New Town, Surgeon. Pet Sept 22. Haslitt. Oct 7 at 11

Reynolds, Ledru Rollin, Eswordly rd, Primrose Hill, Secretary of a Company. Pet Sept 24. Haslitt. Oct 11 at 11

To Surrender in the Country.

Garrack, Robert, jun, South Shields, Joiner. Pet Sept 24. Ingledew. Newcastle, Oct 17 at 12

Liddicoat, Richard, Salisbury, Wilts, Cattle Dealer. Pet Sept 24. Edmonds. East Stonehouse, Oct 11 at 12

Rigby, James, Prodhams, Chester, Innkeeper. Pet Sept 21. Nicholson. Warrington, Oct 5 at 11

Stroud, William, High st, Wandsworth, Greengrocer. Pet Sept 20. Willoughby. Wandsworth, Oct 21 at 11

Temperley, Christian Ker, Aycliffe Station, Durham, Station Master. Pet Sept 24. Ingledew. Newcastle, Oct 10 at 11

Westover, John, Beckenham, Kent, Grocer. Pet Sept 23. Rowland. Croydon, Oct 14 at 2

### Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Sept. 23, 1881.

Armstrong, George, Hexham, Northumberland, Shoemaker. Oct 5 at 12 at offices of Macdonald, Mosley st, Newcastle upon Tyne. Praddah, Hexham

Barton, Edward, Borough High st, Hop Merchant. Oct 8 at 11 at Chapman, Gresham bldg, Hustinghall st

Bennett, Matthew Henry, Mars-in-Liveridge, York, Dry Soap Maker. Oct 5 at 11 at offices of Curry, Clerkheaton

Bird, Isaac, St George, Gloucester, Grocer. Oct 5 at 3 at offices of Sibby, Exchange West, Bristol

Brinn, William, Boyson rd, Camberwell, of no occupation. Oct 11 at 3 at offices of Harrison, Chancery lane

Brittan, Samuel, Bristol, Licensed Victualler. Oct 1 at 11 at Corn st, Bristol

Brooke, James, Huddersfield, Ironmonger. Oct 10 at 11 at the Queen Hotel, Market st, Huddersfield. Bottomley, Huddersfield

Brookes, Thomas, West Brownlie, Stafford, Grocer. Oct 5 at 11 at offices of Shanks, Church st, Oldbury

Brooking, Lewis, and Richard O'Leary, Berners st, Oxford st, Costume Manufacturers. Oct 5 at 12 at offices of Leslie and Co, Coleman st, Herbert, Vigot

Brown, Jane, Weobly, Hereford, out of business. Oct 6 at 10.15 at offices of Corner, High Town, Hereford

Brown, William, Manchester, Soap Manufacturer. Oct 12 at 11 at offices of Parker and Co, Norfolk st, Manchester  
 Cameron, Thomas Frough, Fulham rd, Wine Merchant's Manager. Sept 30 at 3 at the Guildhall Tavern, Gresham st. Vernede, New Broad st  
 Carden, Thomas, Leicester, Fruiterer. Oct 7 at 3 at offices of Owston and Co, Friar lane, Leicester  
 Carter, George Lytle, Birmingham, Jeweller. Oct 5 at 3 at offices of Barlow and Co, Waterloo rd, Birmingham  
 Carter, William Weldon, West Hartlepool, Durham, Hosier. Oct 4 at 145, Cheapside. Dadds and Co, Stockton on Tees  
 Chapman, Henry, Needham Market, Suffolk, Carpenter. Oct 12 at 2 at offices of Eastern Counties Traders' Association, Post office chmbrs, Ipswich. Gooding, Ipswich  
 Cooke, John, Barnsley, York, Corn Miller. Oct 12 at 3 at offices of Horsfield, Church st, Barnsley  
 Davies, Charles, Maesteg, Glamorgan, Boot Maker. Oct 7 at 2 at the Grand Hotel, Broad st, Bristol. Stockwood, jun., Bridgend  
 Davies, David, Maesteg, Glamorgan, Grocer. Oct 11 at 2 at offices of Jenkins, Philharmonie chmbrs, Cardiff. Stockwood, jun., Bridgend  
 Davies, John, Towyn, Merioneth, Innkeeper. Oct 10 at 11 at offices of Davies, Dolgelly  
 Davison, Henry, Guisborough, York, Miner. Sept 30 at 2 at offices of Teale, Albert rd, Middlesbrough  
 Dawson, James Robert, Scarborough, York, Cabinet Maker. Oct 5 at 3 at office of Appleyard, Newborough st, Scarborough  
 Edge, William, Market Drayton, Salop, Wheelwright. Oct 6 at 11 at offices of Pearson, Westbury House, Market Drayton  
 Elphick, John, East, Peckham, Kent, Farmer. Oct 5 at 1 at Railway Hotel, Staplehurst. Hidis and Son, Goudhurst  
 Flack, John, Burwell, Cambridge, Farmer. Oct 5 at 12 at the Guildhall, Bury Saint Edmunds. Salmon and Son, Bury Saint Edmunds  
 Foot, George, Margate, General Draper. Oct 12 at 3 at Guildhall Tavern, Guildhall. Parry, Ramsgate  
 Folkard, Ernest William, and Alfred James Newman, Eastbourne, General Dealers. Oct 5 at 11 at offices of Guillaume and Sons, Fleet st  
 Goldstein, Sucher, Backchurch lane, Commercial rd East, General Dealer. Oct 12 at 2 at offices of Fenner and Co, Gresham bldg, Basinghall st. Woolfe and Son, Lincoln's inn fields  
 Graham, Thomas, Northam, Northumberland, Saddler. Oct 5 at 12 at offices of Dunlop, Quay walls, Berwick-upon-Tweed  
 Green, William Henry, Halifax, Grocer. Oct 5 at 3 at offices of Berry and Robinson, Charles st, Bradford  
 Hakes, Thomas, Gresham House, Commission Agent. Oct 14 at 12 at offices of Robinson, Vestry house, Christ Church passage, Newgate st  
 Harry, David, Llangennech, Carmarthen, Farmer. Oct 7 at 11 at offices of Howell, Stepley st, Llanelli  
 Harvey, William, Birmingham, Milliner. Oct 4 at 3 at offices of Jacques, Temple row, Birmingham  
 Haslam, William, Mansfield, Nottingham, of no occupation. Oct 11 at 4 at offices of Barlow, Saint Peter's Church walk, Nottingham  
 Hinton, Annie Maria, Northwich, Baker and Grocer. Oct 6 at 11 at offices of Green and Dixon, Castle chmbrs, Northwich  
 Hodgkins, Cornelious, Salford, Lancaster, Grocer. Oct 13 at 11 at 36, Chapel st, Salford. Ambler, Salford  
 How, the Right Honourable Walter James, Baron Ruthven, Alvington, Devon. Oct 7 at 12 at offices of Pawle, New inn, Strand. Thorne, Barnstable  
 Hoagood, Samuel, Cardiff, Engineer. Oct 7 at 11.30 at offices of Morgan and Scott, High st, Cardiff  
 Hyde, Lees, Ashton-under-Lyne, Lancaster, Licensed Victualler. Oct 6 at 3 at Boar's Head Hotel, Old Cross, Ashton-under-Lyne. Toy and Broadbent, Ashton-under-Lyne  
 Irwin, Richard, Sheerness, Engineer in the Royal Navy. Oct 5 at 3 at 33, High st, Mile Town, Sheerness  
 Jarvis, Charles Henry, Birmingham, out of business. Oct 3 at 10.15 at offices of At, Birmingham  
 Jarvis, William, Luton, Bedford, Horse Dealer. Oct 7 at 3 at offices of Miller and Co, John st, Luton  
 Jones, Johanna, Birkdale, Lancaster, Milliner. Oct 6 at 2 at offices of Welby and Co, Lord st, Southport  
 Jones, John, Dyserth, near Rhyl, Flint, Butcher. Oct 8 at 2 at Bee Hotel, Bodfor st, Rhyl. Roberts, Rhyl  
 Jones, Thomas Awstin, Bangor, Carnarvon, Bookseller. Oct 11 at 1 at Queen's Hotel, Chester. Owen, Bangor  
 Kemp, Samuel Edward, Leicester, Carpenter. Oct 10 at 12 at offices of Wright, 18, Galloway gate, Leicester  
 Langton, George, Cambridge rd, Mile end, Boot and Shoe Manufacturer. Oct 7 at 12 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Fulcher, Horton rd, Hackney  
 Levitt, Edward, Waterbeach, Cambridge, Tailor. Oct 6 at 12 at offices of Lyon, St Andrew's st, Cambridge  
 Long, William, Dead Mill, nr Bath, Somerset, Miller. Sept 30 at 12 at offices of Broad, 3, Small st, Bristol  
 Malpas, Henry, Tunstall, Stafford, Grocer. Oct 7 at 3 at offices of Salt and Alcock, Market st, Tunstall  
 Mason, West Angel Honorable Depthaney, Dudley, Worcester, General Dealer. Oct 4 at 11 at offices of Burn and Co, 23, Wolverhampton st, Dudley  
 Matthews, Thomas Ringer, Carbrooke, Norfolk, Farmer. Oct 6 at 2.30 at offices of Grigson and Robinson, Watton  
 Miller, Samuel Henry, Station rd, Redhill, Watchmaker. Oct 5 at 3 at offices of Wright and Co, 11, Queen Victoria st  
 Moon, John Thomas, Dawes rd, Walham Green, Builder. Oct 12 at 12 at offices of Culpeper and Co, 3, Brabant ct, Philpot lane  
 Morling, Nathaniel Togo, Brighton, Wine and Spirit Merchant. Oct 6 at 3 at 13, Serjeants' inn, Fleet st. Nye  
 Murry, James, North Shields, Tailor. Oct 6 at 12 at offices of Kewney, 113, Norfolk st, North Shields  
 Norbury, William, Bradford, Pork Butcher. Oct 5 at 10 at offices of Crouther, Parkinson's chmbrs, Market st, Bradford  
 North, William George Thomas, Upper Norwood, Cheesemonger. Oct 13 at 3 at offices of Rao, Mincing lane

Oliver, Thomas, Ombereley, Worcester, out of business. Oct 5 at 11 at offices of Tree and Son, High st, Worcester  
 Pooley, Alfred, Liverpool, out of business. Oct 10 at 3 at offices of Copeman, Dale st, Liverpool  
 Reay, Thomas, South Shields, General Draper. Oct 7 at 2 at offices of Benning, Northumberland ct, Newcastle-upon-Tyne  
 Reece, Edward Owen, Electro Plate Manufacturer. Oct 3 at 3 at offices of Hawkes and Weekes, Temple st, Birmingham  
 Robinson, Henry, jun, Wolverhampton, Lock Maker. Oct 5 at 3 at offices of Rhodes, Queen st, Wolverhampton  
 Roffey, Henry, Berwick st, Westminster, Pork Butcher. Oct 6 at 2 at offices of Gascotte and Co, Essex st, Strand  
 Rooke, Arthur William, Stockport, Chester, Hotel Proprietor. Oct 12 at 3 at offices of Sutton and Elliott, Fountain st, Manchester  
 Rowand, John, Roman rd, Old Ford, Cheesemonger. Oct 4 at 11 at Crown Hotel, Grove rd, Victoria Park. Hicks, Grove rd  
 Rushforth, James, Barnsley, Grocer. Oct 6 at 3 at Royal Hotel, Barnsley. Lister, Wakefield  
 Seyde, Francis Napier, Bilston, Stafford, Varnish Manufacturer. Oct 5 at 12 at offices of Hall and Son, Lichfield st, Bilston  
 Shafner, William, and Robert Shafner, Southampton rd, Haverstock hill, Picture Dealers. Oct 4 at 11 at offices of Howard, Southampton bldg, Chancery lane  
 Shaw, William Edward, Warwick, Boot Dealer. Oct 6 at 3 at offices of Fallows, Cherry st, Birmingham  
 Shingler, William, Chester, Bricklayer. Oct 5 at 11 at offices of Mason, Bridge st row, East  
 Simpson, Samuel Thomas, Southport, China Dealer. Oct 6 at 3 at offices of Threlfall, London st, Southport  
 Smith, William Gregory, Weybridge, Surrey, of no occupation. Oct 17 at 3 at Mullen's Hotel, Ironmonger lane. Wild and Co, Ironmonger lane  
 Stone, George, Luton, Bedford, Straw Hat Manufacturer. Oct 1 at 11 at offices of Ewen and Roberts, Park st West, Luton  
 Taylor, Edwin Henry, Arkwright rd, Hampstead, Builder. Oct 17 at 2 at Guildhall Coffee House, Gresham st. Hindson and Co, Moorgate st  
 Thorpe, Thomas, Pateley-bridge, York, Printer. Oct 5 at 12 at offices of Bateson and Hutchinson, Harrogate  
 Varvel, William, Norwich, Butcher. Oct 7 at 12 at offices of Sadd and Linary, Theatre st, Norwich  
 Wall, William Henry, Barbourne, Worcester, Innkeeper. Oct 7 at 11 at offices of Allen and Beauchamp, Sansome pl, Worcester  
 White, George, Leeds, Tea Dealer. Oct 5 at 1 at offices of Rooke and Midgley, White Horse st, Boar lane, Leeds  
 Wood, Edwin Holmes, Thornbury, York, Grocer. Oct 8 at 11 at offices of Last and Betts, Boud st, Bradford  
 Wood, William Everard, Millwood rd, Herne Hill, Builder. Oct 7 at 3 at 88, Aldersgate st. Houlders, Barbican

## TUESDAY, Sept. 27, 1881.

Ahlborn, Louis, Birkenhead, Wholesale Haberdasher. Oct 10 at 3 at offices of Thompson, Hamilton st, Birkenhead  
 Baker, William, Birkdale, Lancaster, Beerseller. Oct 11 at 3 at offices of Walton and Smith, Devonshire bldg, Southport  
 Barker, William, Oldham, Monumental Mason. Oct 11 at 3 at Grosvenor Hotel, Deansgate, Manchester. Blackburne and Smyth Oldham  
 Bennett, Richard, Rougham, Suffolk, Grocer. Oct 14 at 12 at Guildhall, Bury St Edmunds. Gross  
 Bradshaw, William, Preston, Builder. Oct 10 at 3 at offices of Forshaw and Parker, Cannon st, Preston  
 Brown, Charles, Lewisham, Grocer. Oct 7 at 2 at Guildhall Tavern, Gresham st. Howard and Shelton, Threadneedle st  
 Butterfield, Edward Alfred, and Herbert Butterfield, Wool Exchange Coleman st, General Merchants. Oct 17 at 12 at 145, Cheapside. Robinson, Christchurch passage, Newgate st  
 Cameron, Donald Meint, Hythe, Hants, Gent. Oct 7 at 3 at offices of Shutte, Portland st, Southampton  
 Chambers, William Henry, Wolverhampton, Grocer. Oct 8 at 11 at 27, Queen st, Wolverhampton. Fellows, Wadley  
 Channing, James, Dorking, Surrey, Grocer. Oct 12 at 4 at offices of Hanson, King st, Cheapside. Wetherfield, Queen st, Cheapside  
 Constable, William, Milnthorpe, Westmorland, out of business. Oct 15 at 11 at offices of Fearenside and Son, Burton  
 Cookson, William, Kirkham, Lancaster, Joiner. Oct 12 at 3 at offices of Dodd, Lune st, Preston  
 Cooper, John, Wistaston green, nr Nantwich, Chester, Farmer. Oct 13 at 3 at Albert chmbrs, Church side, Crewe. Pinton  
 Clark, Joseph Porter, Sauson, Hertford, Farmer. Oct 7 at 12.30 at offices of Acklands and Nockolds, Bishops Stortford. Ackland and Son, Saffron Walden  
 Davies, Anne, Aberdovey, Merioneth, Grocer. Oct 5 at 11.30 at offices of Hughes and Sons, Aberystwith  
 Day, Samuel, Bilston, Stafford, Coalmaster. Oct 8 at 11 at Globe Hotel, Mount Pleasant, Bilston. Bowen, Mount Pleasant, Bilston  
 Dyer, Francis Vincent, New Kent rd, Coffee house keeper. Oct 7 at 10 at Wood's Hotel, Portugal st. King, Cheapside  
 Goddard, Walter, Old Kent rd, Butcher. Oct 6 at 3 at offices of Fowler and Co, Borough High st, Southwark  
 Goldthorpe, Josh, Dean Kirkburton, York, General Dealer. Oct 13 at 3 at offices of Robinson, Queen st, Huddersfield  
 Griffin, Charles, West Bromwich, Stafford, Builder. Oct 7 at 11 at offices of Jackson and Sharpe, High st, West Bromwich  
 Guilford, Thomas James, Bishopsgate st, Licensed Victualler. Oct 7 at 2 at offices of Moore and Son, Crosby sq. Myers, Gresham bldg, Guildhall  
 Hall, John Thomas, Blackburn, Lancaster, out of business. Oct 11 at 11 at offices of Needham, Exchange st, Blackburn  
 Harb, Benjamin, Lye, Oldwinford, Worcester, Beerhouse Keeper. Oct 12 at 3.30 at offices of Walden, High st, Brerley-hill  
 Hayman, Samuel John, Bristol, Tailor. Oct 6 at 12 at offices of Buckingham, Albion chmbrs, Broad st, Bristol  
 Hill, Robert William, Sheffield, Cigar Dealer. Oct 10 at 3 at offices of Binney and Co, Queen st chmbrs, Sheffield  
 Hooper, Joseph, Landowednack, Cornwall, Shoemaker. Oct 15 at 11 at offices of Dale, Helston



Horton, Andrew, Sittingbourne, Kent, Beer Retailer. Oct 13 at 11 at offices of Gibson, West at, Sittingbourne  
 Johnson, Richard, Richeyfield, Sussex, Farmer. Oct 10 at 12 at offices of Medwin and Co, London rd, Horsham  
 Joyce, Henry, Boston, Lincoln, Seedsman. Oct 6 at 11 at offices of Thomas, Emery lane, Boston  
 Keber, Sebastian, Norland rd, Notting hill, Baker. Oct 13 at 2 at offices of Armstrong, Chancery lane  
 Lattimer, James, Wigton, Cumberland, Wine Merchant. Oct 8 at 11.30 at offices of Bigg, King st, Wigton  
 Long, Harry Allan, Abington Piggotts, Cambridge, Farmer. Oct 14 at 12 at offices of Palmer and Bennett, Saint Andrew's st, Cambridge  
 Mackay, John, Newcastle-upon-Tyne, Woollen Draper. Oct 7 at 11 at offices of Keenlyside and Co, St John's chambers, Grainger st West, Newcastle-upon-Tyne  
 Manders, James, Green st, Bethnal Green, Boot Manufacturer. Oct 7 at 11 at 49, Bromley st, Commercial rd East, Archer, Bayard rd, Peckham  
 Margrett, William, and Benjamin Callaway, Gloucester, Timber Merchants. Sept 30 at the Bell Hotel, Gloucester, in lieu of the place originally named  
 Marolda, Emilio, Margaret st, Regent st, Artist. Oct 7 at 3 at offices of Lumley and Lumley, Conduit st, Bond st  
 Masters, John Thomas, Lucey rd, Bermondsey, Cement Manufacturer. Oct 13 at 3 at offices of Hilbery, Billiter st  
 Meadowcroft, David, Newcastle-under-Lyme, Fishmonger. Oct 7 at 11 at offices of Griffith, Lad lane, Newcastle-under-Lyme  
 Messenger, John Farnham, Wardenry, nr Salisbury, Clerk in Holy Orders. Oct 22 at 4.30 at Red Lion inn, Salisbury. Chapel, Upper Woburn pl  
 Middlewood, George, Moss Side, nr Manchester, Builder. Oct 11 at 2 at Mitre Hotel, Cathedral gates, Manchester. Barron, Manchester  
 Morris, Thomas, West Ham, Essex, Builder. Oct 13 at 3 at offices of Blewitt and Tyler, Gracechurch st  
 Newburn, Thomas, Ellesden rd, Tottenham, Builder. Oct 10 at 3 at offices of Aird, Eastcheap  
 Newnham, Benjamin Thomas, Bath, Coach Builder's Manager. Oct 10 at 2 at the Queen's Hotel, Stephenson place, Birmingham.  
 Clark, Bath  
 Nicholes, Henry, Birmingham, Grocer. Oct 10 at 3 at offices of Jacques, Temple row, Birmingham  
 Page, Henry, Birmingham, out of business. Oct 16 at 11 at offices of Harris, Moor st, Birmingham  
 Parkins, Thomas, and William Gibson, Huggin lane, Queen Victoria st, Stationers. Oct 10 at 11 at offices of May and Co, Adelaide pl, London Bridge  
 Patten, Joseph, jun, Codsall, nr Wolverhampton, Grocer. Oct 10 at 11 at offices of Smith, Lich Gates, Wolverhampton  
 Peck, William Pateman, Birmingham, Confectioner. Oct 10 at 11 at offices of Taylor, Colmore row, Birmingham  
 Perry, Charles, Colchester, Essex, Licensed Victualler. Oct 11 at 11 at offices of Goody and Son, North Hill, Colchester  
 Portbury, John Henry, Exeter, Engineer. Oct 7 at 11 at the Queen's Hotel, Queen st, Exeter. Ford, Exeter  
 Rashley, Frederick, Shanklin, Isle of Wight, Lodging-house keeper. Oct 10 at 11 at offices of Joyce, Newport  
 Raworth, William, Nottingham, Plumber. Oct 10 at 12 at offices of Brittle, St Peter's chmbrs, St Peter's gate, Nottingham  
 Richardson, John William, Horncastle, Lincoln, Boot Manufacturer. Oct 12 at 11 at offices of Rooke and Midgley, White Horse st, Boar lane, Leeds  
 Riding, John, Rishton, Lancaster, Auctioneer. Oct 11 at 3 at offices of Whalley, Whalley rd, Accrington  
 Rowe, Thomas William, Hartlepool, Grocer. Oct 10 at 3 at offices of Bell and Son, Church st, West Hartlepool  
 Ryan, John, Barry, Preston Dealer. Oct 12 at 3 at offices of Anderson and Donnelly, Garden st, Bury  
 Salt, William Henry, Dithorn, Stafford, out of business. Oct 10 at 12 at Copeland Arms, Stoke-on-Trent. Holtham, Stone  
 Sanders, William, Exeter, Builder. Oct 8 at 10 at offices of Toby, Castle st, Exeter  
 Savage, Thomas John, Wimbledon, Licensed Victualler. Oct 10 at 3 at offices of Beard and Sons, Basinghall st  
 Sciffe, John, Middlesborough, out of business. Oct 10 at 11 at offices of King, Wilson st, Middlesborough  
 Scriven, Richard Henry, Brierley Hill, Haulier. Oct 12 at 3 at office of Waldron, High st, Brierly Hill  
 Sheldon, Joseph, Oldbury, Worcester, Beerhouse Keeper. Oct 7 at 12 at offices of Hartill, Birmingham st, Oldbury  
 Sheldrake, Henry William, Chelmsford, Essex, Innkeeper. Oct 13 at 11 at White Hart Hotel, Chelmsford. Smoothy, Braintree  
 Stevens, John Rees, Ludlow, Salop, Tailor. Oct 12 at 3 at offices of Weyman, Lid st, Ludlow  
 Summers, James, Strood, Kent, Salesman. Oct 11 at 3 at offices of Bassett, Eastgate, Rochester  
 Tabrah, John, Bradford, York, Hosier. Oct 10 at 10 at offices of Peel and Co, Chapel lane, Bradford  
 Thompson, William, Sheffield, Builder. Oct 10 at 2 at Law Society's Rooms, High st, Sheffield. Allen, Sheffield  
 Tipping, John Robert, Abbots Morion, Worcester, Innkeeper. Oct 7 at 3 at offices of New and Co, Alcester  
 Tong, Edmund, Lincoln, Agricultural Implement Maker. Oct 10 at 11.30 at offices of Burton and Co, Lincoln  
 Watson, Thomas, Norfolk, Solicitor. Oct 7 at 11 at offices of Coaks and Co, Bank Plain, Norwich  
 Webb, Osborn William, Trevelaw, Glamorgan, Grocer. Oct 7 at 12 at offices of Morgan, Mill st, Pontypridd  
 Williams, George, Spencer pl, Clerkenwell, Juvenile Publisher. Oct 11 at 12 at the Guildhall Tavern, Gresham st. Price, Wallbrook  
 Williams, George, Kinver, Stafford, Grocer. Oct 11 at 11 at offices of Collis, Union chmbrs, Stourbridge  
 Wilson, John, West Hartlepool, Durham, Solicitor. Oct 12 at 3 at 25, Church st, West Hartlepool. Moore  
 Wooden, Richard Wiggins, Lowestoft, Shipwright. Oct 10 at 3 at offices of Nicholson, Old Nelson st, Lowestoft

Wooster, Henry, Billingsgate Market, Fish Dealer. Oct 10 at 3 at offices of Brocklesby and Brocklesby, Water lane, Great Tower st  
 Wright, George, Horninglow, Burton on Trent, Rope Maker. Oct 12 at 2 at High st, Burton on Trent. Drowry

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